

FORM MR-RC
Revised September 2, 2003
RECLAMATION CONTRACT

File Number M/037/088

Effective Date May 12, 2004

Other Agency File Number UTU-72499
ML 17661 + ML 20569

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

*Superseded
by RC rec'd
7-30-04*

RECEIVED

MAY 10 2004

DIV OF OIL GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

*original returned
to operator 8/5/04*

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)	<u>M/037/088</u> <u>Copper</u>
"MINE LOCATION": (Name of Mine) (Description)	<u>Lisbon Valley Copper Project -</u> <u>18 miles south of La Sal, San Juan</u> <u>County, Utah</u>
"DISTURBED AREA": (Disturbed Acres) (Legal Description)	<u>7.85</u> <u>(refer to Attachment "A")</u>
"OPERATOR": (Company or Name) (Address) (Phone)	<u>Lisbon Valley Mining Co. LLC</u> <u>By: Summo USA Corporation, Manager</u> <u>Denver Center Bldg., Suite 900</u> <u>1776 Lincoln Street</u> <u>Denver, CO 80203</u> <u>303-861-5400</u>

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

CT Corporation

50 West Broadway, 8th Floor

Salt Lake City, Utah 84104

801-531-7090

"OPERATOR'S OFFICER(S)":

Gregory A. Hahn - President

John Labate - Vice Pres. & CFO

Summo USA Corporation

SURETY":

(Form of Surety - Already on Deposit)

#1 - Certificate of Deposit (\$124,200)

#2 - Certificate of Deposit (\$12,100)

"SURETY COMPANY":

(Name, Policy or Acct. No.)

#1 - Zions First National Bank

(564-900391-9)

#2 - Wells Fargo Bank N.A.

(8976210438)

"SURETY AMOUNT":

(Escalated Dollars)

\$136,300

"ESCALATION YEAR":

2007

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Lisbon Valley Mining Company., LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/037/088 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Original Notice of Intention dated August 1995 and the Original Reclamation Plan date August 1995. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the

Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Lisbon Valley Mining Co. LLC

By: Summo USA Corporation

By: Gregory A. Hahn - President

Gregory A. Hahn
Officer's Signature

May 6, 2004
Date

STATE OF COLORADO)

) ss:

COUNTY OF DENVER)

On the 6 day of May, 2004, Gregory A. Hahn personally appeared before me, who being by me duly sworn did say that he/she is the President of Summo USA Corporation, Manager of Lisbon Valley Mining Co. LLC and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Gregory A. Hahn duly acknowledged to me that said company executed the same.

Michelle Hebert
Notary Public
Residing at Lakewood, Colorado

3-18-07
My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

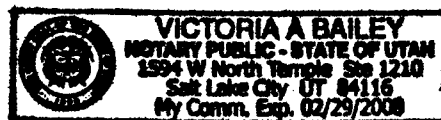
5/12/04
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 12th day of May, 2004, Lowell P Braxton personally appeared before me, who being duly sworn did say that he, the said Lowell P Braxton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he duly acknowledged to me that he executed the foregoing document by authority of law on behalf of the State of Utah.

Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2008
My Commission Expires:



ATTACHMENT "A"

Lisbon Valley Mining Co. LLC
Summo USA Corporation, Manager
(Operator)

Lisbon Valley Copper Project
(Mine Name)

M/037/088
Permit Number

San Juan County, Utah

LEGAL DESCRIPTION

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 7.85 acres under the approved / accepted permit and surety, as reflected on the previously submitted maps referenced below:

Approximately 2.57 acres from exploration drilling and monitor wells located within:

Township 30 South, Range 25 East
SE $\frac{1}{4}$ and SW $\frac{1}{4}$, Section 25
NE $\frac{1}{4}$, Section 26
NE $\frac{1}{4}$, Section 35
NW $\frac{1}{4}$, Section 36

Township 31 South, Range 26 East
NE $\frac{1}{4}$, Section 5

Township 31 South, Range 25 East
NE $\frac{1}{4}$, Section 1

As described in the 1/19/99 "Well Locations" Map

As amended to include approximately 1.14 acres of additional disturbance for groundwater exploration drilling within:

Township 30 South, Range 25 East
SE $\frac{1}{4}$, Section 23
NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 25
NE $\frac{1}{4}$, Section 26
NE $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 36
Township 31 South, Range 26 East
NW $\frac{1}{4}$, Section 6

As described and provided in the 7/14/00 Request and Map titled Groundwater Exploration Development dated 7/11/00.

As amended to include approximately 2.17 acres of additional disturbance for exploration drilling within:

Township 31 South, Range 25 East
NE ¼, Section 1

Township 31 South, Range 26 East
NW ¼, Section 6

As described and provided in the 9/23/03 Request and Map titled "Fall 2003 Exploration Project Map"

As amended to include approximately 1.97 acres of additional disturbance for exploration drilling within:

Township 30 South, Range 25 East
SW ¼, Section 25
NW ¼, Section 36

As described and provided in the 3/08/04 Request and Map titled Centennial Pit Exploration Map dated 3/04/04.